

James Cai (#200189)
jcai@sacattorneys.com
Brian A. Barnhorst (#130292)
bbarnhorst@sacattorneys.com
SAC ATTORNEYS LLP
1754 Technology Drive, Suite 122
San Jose, California 95110
Telephone: (408) 436-0789
Facsimile: (408) 436-0758

Attorneys for Plaintiff, **eTopus Technology, Inc.**

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ETOPUS TECHNOLOGY, INC., a
Delaware Corporation,

Plaintiff,

v.

HANLI LIU, an individual,

Defendant.

Case No.: 4:23-cv-06594-HSG

**STIPULATION AND
PERMANENT INJUNCTION**

1 Plaintiff, ETOPUS TECHNOLOGY, INC. (“Plaintiff” or “ETOPUS”), and Defendant,
2 HANLI LIU (“Defendant” or “LIU”), by and through their respective counsel of record, hereby
3 stipulate and agree as follows:

4 WHEREAS, Plaintiff has filed the instant action against LIU, alleging that LIU
5 improperly accessed and retained Plaintiff’s confidential and trade secret information (the
6 “Confidential Information”); and

7 WHEREAS LIU denies any wrongdoing as alleged in the complaint herein; and

8 WHEREAS, pursuant to a prior stipulated protective order (the “Order”), LIU was
9 ordered not to share any Confidential Information with any third party, including without
10 limitation Xi Liu, Xin Zhi Yuan (Shanghai) Technology Ltd., San Ya Xin Zhi Yuan No. 1, San
11 Ya Fu Guang Lin, Hong Yin, or Zheng Wang; and

12 WHEREAS, pursuant to the Order, LIU was ordered not to use any Confidential
13 Information of Plaintiff for his own purposes or for the benefit of any third party; and

14 WHEREAS, pursuant to the Order, LIU was ordered to allow Plaintiff’s expert, Berkeley
15 Research Group and its subcontractor(s) (collectively (“BRG”)), to access Plaintiff’s Dropbox
16 and Baidu accounts for forensic analysis, subject to the Northern District of California Stipulated
17 Protective Order for Litigation Involving Patents, Highly Sensitive Confidential Information,
18 and/or Trade Secrets; and

19 WHEREAS, pursuant to the Order, LIU was ordered to allow BRG access to two of his
20 personal computers, onto which he had allegedly inadvertently downloaded Plaintiff’s
21 Confidential Information, for forensic analysis, subject to the Northern District of California
22 Stipulated Protective Order for Litigation Involving Patents, Highly Sensitive Confidential
23 Information, and/or Trade Secrets; and

24 WHEREAS, pursuant to the Order and the Northern District of California Stipulated
25 Protective Order for Litigation Involving Patents, Highly Sensitive Confidential Information,
26 and/or Trade Secrets, BRG was ordered not to share with Plaintiff, any of its employees or
27 consultants, or its counsel, any of the personal computers or external storage devices, and not to
28 share with Plaintiff, any of its employees or consultants, or its counsel, any documents or files

1 that are not Confidential Information or any unauthorized duplication, disclosure or
2 misappropriation of it; and

3 WHEREAS, pursuant to a separate order issued by Magistrate Judge Kang (the
4 “Discovery Order”), LIU was ordered to allow a forensic expert of his choosing access to five
5 thumb drives; and

6 WHEREAS LIU complied with the Order and the Discovery Order; and

7 WHEREAS neither the forensic analysis conducted by BRG nor the analysis conducted
8 by LIU’s forensic expert, Morae Global Corporation, revealed any Confidential Information on
9 any of the computers or devices; and

10 WHEREAS Plaintiff is prepared to dismiss this action with prejudice if LIU will enter
11 into a permanent injunction as set forth below and if the Court retains jurisdiction to enforce the
12 injunction as necessary; and

13 WHEREAS LIU is willing to enter into such a permanent injunction;

14 NOW, THEREFORE, Plaintiff and Defendant stipulate and agree as follows:

15 1. Defendant represents and warrants that any downloading of Confidential
16 Information by him was inadvertent; that any such Confidential Information was
17 downloaded only onto two storage devices and his personal computers; and that,
18 upon discovery of this error, Defendant turned over the two storage devices to
19 Plaintiff and deleted all Confidential Information from his personal computers.

20 2. Defendant further represents and warrants that he did not and will not
21 upload to or store on any cloud-based platform, including but not limited to
22 Dropbox and Baidu, any of Plaintiff’s Confidential Information.

23 3. Defendant further represents and warrants that he did not and does not
24 have any business relationship with Xi Liu, Xin Zhi Yuan (Shanghai)
25 Technology Ltd., San Ya Xin Zhi Yuan No. 1, San Ya Fu Guang Lin, Hong Yin,
26 or Zheng Wang.

27 4. Defendant further represents and warrants that he has not shared, and will
28 not share, any Confidential Information with any third party, including without

1 limitation Xi Liu, Xin Zhi Yuan (Shanghai) Technology Ltd., San Ya Xin Zhi
2 Yuan No. 1, San Ya Fu Guang Lin, Hong Yin, or Zheng Wang.

3 5. Defendant further represents and warrants that he has not used, and will
4 not use, any Confidential Information for his own purposes or for the benefit of
5 any third party.

6 6. Plaintiff represents and warrants that, pursuant to the Order and the
7 Discovery Order, Plaintiff has not had access to any personal information related
8 to LIU or his family, and will not seek access to such information in the future.

9 7. The above-captioned action will be dismissed within five court days of
10 the Court entering the order putting in place the permanent injunction, either by
11 Plaintiff or by order of the Court.

12 8. Each party shall bear their own respective fees and costs incurred herein.

13 9. The Court shall retain jurisdiction to enforce the injunction as necessary.

14
15 Date: August 21, 2024

SAC Attorneys LLP

16 /s/ Brian A. Barnhorst
17 James Cai, Esq.
18 Brian A. Barnhorst, Esq.
19 Attorneys for Plaintiff, ETOPUS
20 TECHNOLOGY, INC.

21 Date: August 21, 2024

Zhang Law Group

22 /s/ Bing Zhang Ryan
23 Bing Zhang Ryan, Esq.
24 Attorneys for Defendant, HANLI LIU
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ORDER

The Court, having considered the foregoing stipulation of the parties, and good cause appearing therefor, now orders as follows:

1. Defendant Hanli Liu is permanently enjoined from sharing any Confidential Information with any third party, including without limitation Xi Liu, Xin Zhi Yuan (Shanghai) Technology Ltd., San Ya Xin Zhi Yuan No. 1, San Ya Fu Guang Lin, Hong Yin, or Zheng Wang.
2. Defendant Hanli Liu is permanently enjoined from using any Confidential Information for his own purposes or for the benefit of any third party.
3. Plaintiff is permanently enjoined from seeking access to any personal information related to Defendant Liu or his family that might have been obtained by BRG as part of its forensic analysis.
4. The above-captioned action shall be dismissed with prejudice.
5. Each party shall bear their own respective fees and costs incurred herein.
6. The Court shall retain jurisdiction to enforce the injunction as necessary.

IT IS SO ORDERED.

Dated: 8/26/2024


Hon. Haywood S. Gilliam, Jr.
U.S. District Court Judge